## VIRGINIA EMPLOYMENT COMMISSION

MEMORANI	DUM TO:		DATE	7/13/2006			
Florida	North Carolina Region II		Region V				
Texas	South Carolina	Region III	Region VI				
Ohio	Puerto Rico	Region IV	Other				
FROM:	Rural Services Manager Virginia Employment Commission P. O. Box 1358 Richmond, Virginia 23211						
SUBJECT:	CT: Request for Extension of Clearance Order No. VA 6070226						
Extension is	requested for the1_cop	(ies) of the order which	is/are attached,				
dated	dated 7/13/2006 for 3 , Cook's Helper 315-361-010 (Occupational Title and Code)						
to be sent to	the offices of your choice.						
COMMENTS: Please indicate below the action taken by your office.    Comment   Comment							
			DATE .				
The above re	equest has been reviewed and act	tion taken as indicated	below:				
	ACCEPTEDLocation(	(s) to which extend:					
	REJECTEDReason f	or Rejection:					
	COMMENTS:		•				
Number of a	dditional copies required.						
			(signature)				

### Agricultural and Food Processing Clearance Order Pedido de Empleados para Agricultura y Procesamiento de Alimentos

## U.S. Department of Labor Employment and Training Administration



O.M.B. Approval No. 1205-0134, Expires 06/30/2006 1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Industry Code / Código de Industria Job Order # / No. Orden de Empleo Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) 0581 VA 6070226 Frederick County Fruit Growers Association, Inc. Occupational Title and Code /Titulo Ocupacional y Código P. O. Box 2735 Cook's Helper 315.361-010 Winchester, VA 22604 540-667-1396 Clearance Order Issue Date / Fecha de Tramite: 2. Location and Direction to Work Site / Dirección del lugar de trabajo Job Order Expiration Date / Fecha de expiración: 6. Anticipated Period of Employment / Periodo Anticipado de Empleo Frederick County in the state of Virginia From/ Desde: 08/28/06 To / Hasta 11/18/06 7. No. of Worker's Requested / No. de Trabajadores Pedidos (see attachment / para más detalles vea 3. Location and Description of Housing / Dirección y Descripción de la Vivienda 8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena 44 Cinder block building Sunday / Domingo Wednesday / Miercoles 6 5 801 Fairmont Avenue Monday / Lunes Thursday / Jueves 6 Winchester, VA 22604 Tuesday / Martes 6 Friday / Viemes 6 Saturday / Sabado 9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar. Employer / El Empleador Yes 🗌 No 🔯 Local Office/Oficina Local Yes ☐ No ☒ (see attachment / para más detalles vea 4. Board Arrangements / Arreglo de Alojamiento (see attachment / para más detalles vea 1) 5. Referral Instructions / Instructiones para el Referimiento de Candidatos (see attachment / para más detalles vea 1) 10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Prepare and cook West Indian Style meals. (see attachment / para más detalles vea 1) 10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] Preparar y cocinar comida de estilo Oeste India (see attachment / para más detalles vea 1&2) 11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciónes (Rebajas) Crop Activities / Cultivos Hourly Wage Piece Rate / Unit(s) Special Pay (bonus, etc.) Pay Period Deductions / YES Salario por Hora Pago por Pieza / Unidad(es) Pagos Especiales (Bono, ect.) Deducciónes SI Periodo de Pago Cook's Assistant \$ 8.51 \$ Social Χ Weekly / \$ \$ Federal Tax Semanal Impuestos Federales \$ \$ State Tax Impuestos Bi-weekly / Estatales cada 2 sem. \$ \$ Meals (comidas) Χ \$ Other (specify)/ Otro X Other / Otro More Details About the Pay/Más Detailes Sobre el Pago \* If applicable, excludes H2A workers (see attachment / para más detalles vea 1&2) 12. Transportation Arrangements / Arreglos de Transportación (Please explain) (see attachment / para más detalles vea 2\_) 13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agicolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si 🔲 No 🔯 If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agricola para cada actividad? 14. Unemployment Insurance provided / Seguro por Desempleo: Yes [ No 🛛 15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes 🔯 No 🗌 16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes 🛛 No 🔲 17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno") None/Ninguno 18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/ Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno") None/Ninguno 19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde 20. Name of Local Office Representative (include direct dial telephone number) / Nombre se Radicó la Oferta (incluya número de teléfono) del Representante de la Oficina Local (Incluya numero de telefono) Virginia Employment Commission, 100 Premier Place, Winchester, VA 22601 540 722-3415 MacMunoz 540 722-3415 21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificación del Empleador. Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos. Employer's Signature & Title/ Firma y Titulo del Empleador arol READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing the employers and job

seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party. LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y

Item 3. Workers will be housed without charge in facilities of the Frederick County Fruit Growers' Association at 801 Fairmont Avenue, Winchester, VA or housing owned or leased by the Frederick County Fruit Growers' Association or housing owned by the employer. The Frederick County Fruit Growers' housing facilities are shared with the other grower members, or pro rata share thereof. All housing complies with applicable Federal housing regulations. Housing consists of cinder block structures. Beds, mattresses, electricity, hot and cold water for bathing and laundry, flush toilets, showers and kitchen facilities are provided without charge by the employer.

For workers recruited under this job order, the owner of the housing shall within 48 hours of occupancy by the worker post a legible notice in a prominent place at the housing site, with a copy thereof furnished to the local office of the Virginia Employment Commission, stating the particular days and times of the day or week that the housing premises will be open and available for qualified social workers to enter thereon to offer and provide the services to which the workers are entitled. Such notices shall not be unreasonably restrictive in its content. The purpose of said notice is twofold:

- 1. To inform agencies of times they may expect to find workers at the housing site.
- 2. To inform workers when to expect agencies to appear to furnish them services to which they are entitled.

The employer shall provide a suitable burial for the worker if he or she dies during the continuance of the worker's employment hereunder, or in lieu thereof at the request of the next of kin, pay the cost involved in the preparation and transportation of the deceased to the place of origin

Item 5. Referral of individuals shall be made through the Winchester Office of the Virginia Employment Commission in order to ascertain current employment and housing information and to enable proper arrangements to be made. It will be the responsibility of the applicant office to inform applicants of the terms and conditions of the Clearance Order. When possible, a translator will be made available. The employer will be available for interviews between the hours of 9:00 A.M. and 4:00 P.M. Monday through Friday.

The Clearance Order does not constitute an agreement or contract between the employee and employer until such time the employee has actually worked and has been placed on the payroll of the employer.

Employer agrees to provide each worker hired under this Clearance Order, no later than the first day of work, a copy of the complete work contract between the employer and employee.

Item 10. as directed for approximately 300 harvest workers. Keep kitchen and dinning area clean and sanitary. Must be able to lift pots that weigh up to 45 pounds when full. One year experience in cooking West Indian style food, related sanitation and food handling required. Food handler's certificate required. Kitchen operates 7 days a week. Hour(s) may vary from day to day.

The employer maintains the right to refuse to accept an obviously unqualified worker or to discharge a malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the job.

All tools, supplies and equipment required to perform the duties assigned the cook's assistant will be provided by the employer without charge, including deposit charge.

All terms and conditions included in this job order will apply equally to all workers, domestic and foreign, employed under this job order.

Item 11. The employer guarantees to offer the worker employment for at least three fourths of the work days of the total period of employment and all extensions thereof are in effect beginning with the first work day after the arrival of the worker at the place of employment and ending on the termination date specified in the job order or in its extensions if any. The worker is covered by worker 's compensation, which is provided by the employer.

Without prejudice to the employment guarantee for opportunity of doing not less than 75% of full time work during the total employment period, the employer shall provide sufficient work to enable the

worker, being willing and able to work, and reporting for work at the job site during specified hours work is available, to earn a sum not less than the sum of \$84.00 (hereinafter referred to as "the stipulated minimum earnings") in respect of each period of two weeks or pay the worker and allowance of a sum which together with the sum earned by the worker during such period will equal the stipulated earnings; or if the worker has no opportunity to earn any wages during such period, the employer shall pay to the worker a sum in the amount of the stipulated minimum earnings.

Workers are paid weekly by individual check. The employer will furnish each worker on payday an itemized accounting of earnings and of all legal and authorized deductions. The employer is subject to Federal minimum wage laws

Item 12. The employer agrees to reimburse individual workers for reasonable transportation expenses and no less than \$9.25 per day for subsistence expenses from the worker's place of recruitment to Winchester, Virginia, who continues under employment for a period of (15) consecutive calendar days, or 50% of the employment period, whichever is shorter. Those workers paying the transportation and reasonable subsistence expenses from the place of recruitment to Winchester, Virginia who are unable to complete the minimum employment of legitimate medical reasons sustained or contracted after arrival, shall also be reimbursed for the same. If, before the expiration date specified in the work contract, services of the worker are no longer required for reasons beyond the control to the employer due to fire, hurricane, or other act of God which makes the fulfillment of the contract impossible the employer may terminate the work contract. In the event of such termination of a contract, the employer shall fulfill the three-fourths guarantee for the time that has elapsed from the start of the work contract to its termination. In such cases the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not affected, the employer shall:

- Offer to return the worker, at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer.
- (ii) Reimburse the worker for full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment, and
- (iii) Notwithstanding whether the employment has been terminated prior to completion of 50% of the work contract period originally offered by the employer, pay the worker for costs incurred by the worker for transportation and daily subsistence from the place from which the worker, without intervening employment, has come to work for the employer at the place of employment. The amount of transportation payment shall be no less (and shall not be required to be more than the most economical and reasonable similar common carrier transportation charges for the distance involved.

In the case of a medical termination or in case of termination as a result of an act of God, as certified by the Regional Administrator, the employer will also provide or pay the cost of return transportation and subsistence enroute from place of employment to the place of recruitment, except when the worker is not returning to the place of recruitment and subsequent employment with an employer who will bear transportation expenses. The employer shall provide living accommodation and subsistence for the worker from the date of termination of work opportunity, other than for cause, until pursuant to arrangements made by the employer, the worker leaves the place of employment for his return journey to the place of recruitment. If the worker competes his employment, the employer will provide or pay the cost of return transportation and subsistence enroute from the place of employment to the place of recruitment except when the worker is not returning to the place of recruitment, and subsequent employment with an employer who will bear transportation expenses, in any case reimbursement will not exceed inbound cost. If the worker voluntarily abandons his employment, or is terminated for cause prior to completion of the period of employment, the employer will not be responsible for providing or paying the cost of return transportation and subsistence enroute from the place of employment to the place of recruitment. All transportation provided by the employer will be by common carrier or other transportation facilities which confirm to applicable regulations of the Interstate Commission Transportation from the worker's on-the-job living quarters to the place where the work is to be performed will be provided by the employer without cost to the worker.



I, Frederick Co. Fruit Coowae, as the employer agree to abide by the regulations at 20CFR 655.103, Assurances and 20CFR 653.501.

I hereby request permission for conditional entry into the intra/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of supply workers. My housing was in compliance in 2005, but because of disuse, cannot meet applicable standards at this time.

As a condition to placing my job order into clearance I, certify that 20 days prior to occupancy my housing will meet standards of the U.S. Department of Labor.

I also authorize representatives of the State Employment Service, the State Health Department and/or U.S. Employment and Training Administration to inspect the housing I am offering at a reasonable time to verify its condition.

I expect my housing to be occupied by

Lard Buck 7/5/0L

Agent Date

7/5/06

E.S. Representative Date

#### Recruitment Plan 2006

Regulations require recruitment to be done "to an extent no less than that of non-H-2A agricultural employers of comparable or smaller size, in the area of employment."

Based on information received from the Virginia Employment Commission staff and area non-H-2A agricultural employers, the general recruitment policies are:

Either contact last year's workers and/or crewleaders or are contacted by those workers and/crewleaders.

Those growers who use crewleaders work with the same people year to year.

Some growers place an ad in the local newspapers

Based on this information, we are submitting the following plan:

- 1. Last year's workers and/or crewleader are being/will be contacted.
- 2. Employment Service office in labor surplus areas, as designated by DOL, are being/will be contacted.
- 3. Large ads will be placed in two area newspapers.
- 4. Regular contact will be kept with local and state employment offices.
- 5. New sources of labor will be explored as information is received.

Total # Workers on This Request	<u>3</u>	Total # of Labor Force Required	3
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## Employer's Statement Pursuant to 20 CFR Section 655.101 (a) (2)

The undersigned employer, pursuant to 20 CFR Section 655.101 (a) (2), does hereby authorize the Frederick County Fruit Growers Association, Inc., to act as my agent and on my behalf for the purpose of signing and filing an Application for Temporary Alien Agricultural Labor Certification and to do any and all other acts necessary to pursue and obtain such Certification. My said agent is specifically authorized to make hiring commitments on my behalf; provided however, that my agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

As employer, I assume full responsibility for the accuracy of the Application, for all representations made by my said agent on by behalf, and for the compliance with all regulatory and other legal requirements.

Employer Signature: Cawl Bule Date: 1/5/06

Frederich Country Fauil Growers

The Frederick County Fruit Growers Association, Inc, does hereby certify that is acting only as agent for the above employer/member with respect to its Temporary Alien Agricultural Labor Certification Application. Frederick County Fruit Growers Association, Inc., is neither the employer or a joint employer of the workers requested, and the individual employer/member above, retains the full power to hire, pay, fire, supervise and otherwise control the work of all workers requested through the Employment Service, except to the extent that Frederick County Fruit Growers Association, Inc. has been specifically authorized to make hiring commitments on behalf of the employer/member.

Frederick County Fruit Growers Association, Inc., Agent

By: Carol Buk Date: 7/5/06

## Employer's Statement Pursuant to 20 CFR Section 655.101 (a) (2)

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As employer, I assume full responsibility for the accuracy of the Application, for all representations made by my said agent on by behalf, and for the compliance with all regulatory and other legal requirements.

Employer Signature:_	Carol Burke	Date:	7/5/06	
Frederick	Country Fruit Spoule			

The Frederick County Fruit Growers Association, Inc, does hereby certify that is acting only as agent for the above employer/member with respect to its Temporary Alien Agricultural Labor Certification Application. Frederick County Fruit Growers Association, Inc., is neither the employer or a joint employer of the workers requested, and the individual employer/member above, retains the full power to hire, pay, fire, supervise and otherwise control the work of all workers requested through the Employment Service, except to the extent that Frederick County Fruit Growers Association, Inc. has been specifically authorized to make hiring commitments on behalf of the employer/member.

Frederick County Fruit Growers Association, Inc., Agent

Direction Date ( 1757 05	By:	Carol	Buke	Date: 7/5/06	
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#### Virginia Employment Commission Winchester Local Office

Summary of Employment Conditions Specified on Job Order

- 1. Order Number: VA 6070226
- 2. Name of Employer: Frederick County Fruit Growers
- Location of Employer and Directions: 801 Fairmont Avenue, Winchester, VA
- 4. Period of Employment: From <u>08/28/06</u> To <u>11/18/06</u>
- Work Schedule: 8 hours per day, <u>5</u> days per week Plus <u>4</u> hours on Saturday
- 6. Crop and Pay:

Hourly Wage:

\_\_\_NA

Estimated Hourly Wage

\_\$8.51

7. Work Tasks To Be Performed:

Regular: Prepare and cook West Indies style meals as directed for approximately 400 employees. Keep kitchen clean and sanitary. (See Item 12)

- 8. Transportation Provided: NA
- Housing can accommodate 1044 workers.
   X Individuals
   X Families
- Meals: (Central Kitchen)
   Provided: X Yes \_ No
   If Yes: Cost per day is \$9.25 (See item 13)
   Workers may do not do their own cooking.
- 11. Deductions:

12. Notes to Workers

A copy of the full job order is available for inspection in this office.

In order for you to be eligible for this guarantee, you must contact the Job Service at:

Virginia Employment Commission 100 Premier Place Winchester, VA 22602 540-722-3415

During the period 06/14/06 to 08/21/06. Any Job Service office will assist you in doing this.

#### Virginia Comision de Empleo La Oficina de Winchester

Sumario de las Condiciones de Empleo Que Son Especificadas en el Orden de Trabajo

- 1. Numero de el Orden: VA 607 0 2 2 6
- 2. Nombre Del Empleador: Frederick County Fruit
- Lugar y Direccion del Empleador: 801 Fairmont Avenue, Winchester, VA
- 4. Periodo de Empleo:
  Del <u>08/28/06</u> Al <u>11/18/06</u>
- 5. Horario de Trabajado: Horas por dia <u>8.</u> numero de dias por semana <u>5</u> y <u>4.</u> horas Sabado
- 6. Cosecha Y Pago:

Sueldo Por Hora

\$8.51

7. Labores a Desempenar en el Trabajo:

Prepara y cocinar comida de West Indies, por 400 trabajadores. Limpar cosina.

- 3. Transportacion Provista: Del Encampamento al la huerta y Vuelta X Yes No
- 9. Vivenda Disponsible Para  $\underline{\underline{044}}$  Personas  $\underline{\underline{X}}$  Individuos  $\underline{\underline{X}}$  Familias
- 10. Comidas Provistas: (Cocina)

  X Si No
  Si so provistas, el costo por dia es \$9.25
  (Vea Numero. 13 en la Orden de Trabajo)
  Los trabajadores no pueden cocinar sus comidas:

11. Deduccions:

 Clase
 Cantidad

 Seguro Social
 X

 Impuestos Sobre Ingresos
 X

 Comidas: Vea Numero 13 en la Orden de Trabajo

 Transportacion
 Nada

 Herramientas/Maquinaria
 Nada

12. Notas Para los Trabajadores:

Una copia del orden completa esta disponible en la oficina par su inspeccion:

Para que Ud. pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con:

Virginia Comision de Empleo 100 Premier Place Winchester, VA 22602 540-722-3415

Durante el periodo del <u>OS/14/06</u> al <u>OS/21/06</u>. Cualquier Oficina del Servicio de Empleos le asistira.

## Virginia Employment Commission Community Services for Frederick and Clarke Counties

Maintains Health Clinic at the Frederick County Fruit Growers Labor Camp, 801 Fairmont Ave. Winchester, Virginia.

Shenandoah Valley Medical Sys P.O. Box 3236 Martinsburg, WV 25401 540 722-2369

Administers Programs in the Prevention of Tuberculosis & Venereal Disease. Medical Services & Advice for Expectant Mothers and Newborns.

Winchester/Frederick County Health Department 150 Commercial Street Winchester, VA 22601 540 722-3470

Clarke County Department of Health 21 S. Church Street Berryville, VA 22611 540 955-1033

#### Available For a Full Range of Medical Services

Winchester Medical Center 1840 Amherst Street Winchester, VA 22601 540 722-8000

#### **Provides Medical Assistance**

Free Clinic E. Cork Street Winchester, VA 22601 540 662-4067

#### **Provides Day Care Assistance**

U. S. Department of Labor Winchester Migrant Head Start 100 Pegasus Court, Suite 102 Winchester, VA 22602 540 662-4357 These Agencies May Provide Meals/Overnight Lodging & Other Emergency Assistance.

Salvation Army 300 Fort Collier Road Winchester, VA 22602 540 667-4777

Winchester Rescue Mission 301 N. Cameron Street Winchester, VA 22601 540 667-8460

C-CAP 415 N. Cameron Street Winchester, VA 22601 540 662-4318

### Provides Food Pantry Housing Assistance and Other Emergency Services

Telemon 20 East Piccadilly St. Rm15 Winchester, VA 22601 540 722-2507

#### May Provide Legal Assistance to Worker

The VA Justice Center for Farm & Immigrant Workers Charlottesville, VA 22902 800 763-7323

## Provides Services to Qualifying Persons & Refers to Support Svcs

Winchester Dept Social Services 33 E. Boscawen Street Winchester, VA 22601 540 662-3807

Northern Shenandoah Valley Immigrant Resource Center 300 Fort Collier Road Winchester, VA 22603 540 476-0635 Clarke County Social Services 32 E. Main Street Berryville, VA 22611 540 955-3700

#### **Area Education Departments**

Migrant Education 100 Cedarmeade Avenue Winchester, VA 22601 540 662-7656

Frederick County Schools 1415 Amherst Street Winchester, VA 22601 540 662-3888

Clarke County Public Schools 309 W. Main Street Berryville, VA 22611 540 955-6102

Winchester Public Schools 12 N. Washington Street Winchester, VA 22601 540 667-4253

# These Agencies Also Provide Assistance to Workers

United States Dept of Justice Immigration & Naturalization Arlington, VA 22203 202 307-1504 or 202 307-1626

VA Department of Labor P.O. Box 77 Verona, VA 24482 540 248-9280

Social Services Administration 12 Ricketts Drive Winchester, VA 22601 540 667-1512 or 800 722-1213

VA Department of Labor Wage & Hour Division 201 Lee Highway Verona, VA 24482 540-248-9280